

CITY COUNCIL PROCEEDINGS

March 8, 2023

The City Council of the City of David City, Nebraska, met in open public session at 7:00 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on March 2, 2023, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notice to the Public, Mayor, and Council members conveyed the availability of the agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Jessica Miller, Council President Bruce Meysenburg, Council members Kevin Woita, Pat Meysenburg, Jim Angell, Keith Marvin, Tom Kobus, City Attorney Michael Sands, Interim City Administrator/City Clerk Tami Comte, and Deputy Clerk Lori Matchett.

Also present for the meeting were: Police Chief Marla Schnell, Wastewater Supervisor/Water Operator In Charge Dan Sobota, Wastewater employee Anthony Kobus, Electric Supervisor Pat Hoeft, Matt Kalin and Ethan Joy with JEO Engineering, Patrick Meysenburg representing Olive Township, Mitch Arps with Arps Red-E-Mix.

The meeting opened with the Pledge of Allegiance.

Mayor Jessica Miller informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to please silence their cell phones. Mayor Miller read the speaking guidelines for the City Council meeting. She also reminded the public that if they speak tonight in front of the Council that they must state their name and address for the record.

Council member Pat Meysenburg made a motion to approve the minutes of the February 22 and March 1, 2023 City Council meetings as presented. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Jim Angell made a motion to approve paying the claims as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to approve the committee and officers reports as presented. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

Mayor Miller stated that the next item on the agenda was Estimate of Krivanek Construction to clean out the road ditches by Arps new construction prior to culverts being installed.

Council member Woita stated that the ditches need to be cleaned out to maintain a good flow of water so there is no backup. This was the same thing that had been done previously on M Road.

Council member Pat Meysenburg made a motion to approve the estimate of Krivanek Construction to clean out road ditches by Arps new construction prior to culverts being installed. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

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Krivanek Construction
209 ash
Abie, NE 68001
(402)543-2369
vkrivanek@live.com

Estimate

ESTIMATE # 1088
DATE 02/27/2023

ADDRESS
David City Ne.

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
Services Clean out about 2000 feet of ditch on north west side of town. From railroad tracks east and then north to north property line of new Arps redy mix. xxx	2,000	2.00	4,000.00

TOTAL **\$4,000.00**

Accepted By

Accepted Date

Council member Bruce Meysenburg introduced Ordinance No. 1433 updating the employee pay scale to update the Water Field Supervisor line. Mayor Jessica Miller read Ordinance No. 1433 by title.

Wastewater Supervisor/Water Operator In Charge Dan Sobota introduced himself and said that he believed that all three supervisor lines should be the same.

Mayor Miller, and Council member Bruce Meysenburg stated that they felt since there were certifications required with the Water Supervisor and Wastewater Supervisor that those lines should be a little higher than the Water Field Supervisor.

Council member Bruce Meysenburg made a motion to suspend the statutory rule requiring that an Ordinance be read on three separate days. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to pass and adopt Ordinance No. 1433 updating the employee pay scale to update the Water Field Supervisor line on third and final reading. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Abstain, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 4, Nay: 0, Abstain: 1, Absent: 1

ORDINANCE NO. 1433

AN ORDINANCE ADOPTING A NEW PAY SCALE / SALARY BY UPDATING THE WATER FIELD SUPERVISOR LINE; REPEALING ALL ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA:

SECTION 1. The Mayor and City Council of David City, Nebraska, do hereby establish and fix the pay scales and salaries attached for the attached positions for the appointed officers and employees of the City of David City, Nebraska.

SECTION 2. Any Cost-of-Living Adjustments (COLA) shall be given as approved by the City Council.

SECTION 3. Any and all ordinances or sections thereof, passed and approved prior to the passage, approval and publication or posting of this ordinance, and in conflict with its provisions, are hereby repealed.

SECTION 4. This ordinance shall be published in pamphlet form and shall be in full force and effect on February 24, 2023 following its passage, approval, and publication as provided by law and city ordinance.

PASSED AND APPROVED this 8th day of March, 2023.

Mayor Jessica Miller

City Clerk Tami Comte

City Council Proceedings

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Department										
Position	1	2	3	4	5	6	7	8	9	10
<u>City Hall</u>										
Clerical I	\$13.88	\$14.41	\$14.92	\$15.43	\$15.96	\$16.46	\$16.98	\$17.49	\$18.01	\$18.53
Acct Clerk I	\$19.86	\$20.42	\$20.97	\$21.52	\$22.06	\$22.61	\$23.16	\$23.70	\$24.26	\$24.80
Human Resources	\$21.78	\$22.47	\$23.13	\$23.81	\$24.48	\$25.15	\$25.82	\$26.50	\$27.17	\$27.84
Acct Clerk II	\$23.70	\$24.51	\$25.29	\$26.10	\$26.89	\$27.69	\$28.48	\$29.29	\$30.07	\$30.88
(incl .50/hr if CMC; Ord. 1192)	\$24.20	\$25.01	\$25.79	\$26.60	\$27.39	\$28.19	\$28.98	\$29.79	\$30.57	\$31.38
<u>Power Plant</u>										
Power Plant Op I	\$23.88	\$24.85	\$25.84	\$26.81	\$27.79	\$28.77	\$29.74	\$30.71	\$31.70	\$32.67
Power Plant Supervisor	\$33.91	\$35.01	\$36.10	\$37.20	\$38.28	\$39.38	\$40.45	\$41.55	\$42.64	\$43.74
<u>Electric</u>										
Apprentice Lineman	\$23.72	\$24.49	\$25.25	\$26.02	\$26.78	\$27.55	\$28.32	\$29.08	\$29.85	\$30.61
Lineman 2nd Class	\$26.39	\$27.04	\$27.68	\$28.33	\$28.98	\$29.64	\$30.28	\$30.92	\$31.57	\$32.22
Lineman 1st Class	\$31.19	\$31.99	\$32.78	\$33.60	\$34.39	\$35.20	\$35.99	\$36.79	\$37.58	\$38.39
Line Foreman	\$36.80	\$37.45	\$38.11	\$38.76	\$39.42	\$40.07	\$40.73	\$41.36	\$42.02	\$42.67
Electric Supervisor	\$41.10	\$42.07	\$43.02	\$43.98	\$44.95	\$45.90	\$46.86	\$47.82	\$48.78	\$49.74
<u>Water/Wastewater</u>										
Water/Wastewater Operator I	\$21.51	\$22.23	\$22.93	\$23.65	\$24.37	\$25.08	\$25.80	\$26.52	\$27.23	\$27.95
Water/Wastewater Operator II	\$25.27	\$25.91	\$26.57	\$27.22	\$27.86	\$28.53	\$29.17	\$29.82	\$30.48	\$31.13
Water Field Supervisor	\$28.92	\$29.70	\$30.49	\$31.27	\$32.05	\$32.84	\$33.63	\$34.41	\$35.19	\$35.97
Water Supervisor	\$31.01	\$32.04	\$33.07	\$34.10	\$35.13	\$36.16	\$37.18	\$38.22	\$39.24	\$40.28
Wastewater Supervisor	\$30.19	\$31.17	\$32.16	\$33.13	\$34.12	\$35.10	\$36.08	\$37.05	\$38.03	\$39.10
<u>Street</u>										
Maintenance Worker I	\$19.08	\$20.31	\$20.79	\$21.30	\$21.79	\$22.30	\$22.79	\$23.30	\$23.79	\$24.30
Maintenance Worker II	\$21.28	\$21.83	\$22.37	\$22.91	\$23.45	\$23.99	\$24.53	\$25.07	\$25.62	\$26.16
Street Foreman	\$24.97	\$25.51	\$26.04	\$26.58	\$27.11	\$27.65	\$28.18	\$28.72	\$29.24	\$29.77
Street Supervisor	\$28.92	\$29.70	\$30.49	\$31.27	\$32.05	\$32.84	\$33.63	\$34.41	\$35.19	\$35.97
<u>Parks</u>										
Park Laborer	\$18.48	\$19.13	\$19.79	\$20.44	\$21.09	\$21.75	\$22.40	\$23.05	\$23.70	\$24.36
Parks & Auditorium Supervisor	\$21.73	\$22.47	\$23.21	\$23.95	\$24.68	\$25.45	\$26.19	\$26.92	\$27.66	\$28.40
<u>Recreation</u>										
Recreation Coordinator	\$23.55	\$24.30	\$25.05	\$25.83	\$26.58	\$27.33	\$28.08	\$28.84	\$29.59	\$30.34
Recreation Director	\$26.94	\$27.64	\$28.36	\$29.06	\$29.78	\$30.50	\$31.20	\$31.91	\$32.63	\$33.34
<u>Part-Time</u>										
Part-Time Workers	\$15.34	\$15.75	\$16.15	\$16.55	\$16.97	\$17.38	\$17.79	\$18.20	\$18.60	\$19.01
Summer Help	\$11.09	\$11.70	\$12.32	\$12.94	(No more than 4 steps)					
<u>Police Department</u>										
Police Officers	\$23.00	\$23.50	\$24.00	\$24.50	\$25.00	\$25.60	\$26.20	\$28.80	\$27.40	\$28.00
Salaried Staff Pay Plan (Annual Rate of Pay)										
<u>Position</u>		Minimum		Mid-Point		Maximum				
Clerk/Treasurer		\$71,086		\$84,291		\$97,396				
Police Chief		\$62,400		\$78,000		\$93,600				

Council member Kevin Woita made a motion to pass and adopt Resolution No. 9-2023 updating the personnel manual as amended. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

RESOLUTION NO. 9-2023

A RESOLUTION OF THE CITY OF DAVID CITY, NEBRASKA UPDATING AND CORRECTING THE DAVID CITY PERSONNEL MANUAL, AND REPEALING ALL POLICIES IN CONFLICT HEREWITH.

WHEREAS, the City of David City, Nebraska maintains a Personnel Manual to provide clear policies and administration of policies as related to employees and employment conditions; and

WHEREAS, the Personnel Manual is amended from time to time to promote a positive working environment for all employees, to provide for meaningful benefits and to provide clear expectations for employees of the City of David City, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the David City Personnel Manual is hereby updated.

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CHAPTER 1 – GENERAL PROVISIONS

1.01 Purpose of the Personnel Rules

These rules are intended to serve the following purposes:

- a) Establish the necessary procedures to assure reasonably uniform and consistent personnel practices.
- b) To inform employees of their rights, duties, and obligations in relation to their employer.
- c) To provide guidelines for Department Heads to manage employees in their department.
- d) To ensure compliance with all federal, state and local laws in relation to employment and working conditions.
- e) To encourage and foster good working relationships between employer and employees.
- f) These rules are provided for informational purposes only and should not be construed as a contract of employment. Since this guide does not represent a contract between the city and the worker; the employer has the right to change the policies in the guide at any time to meet the best interests of the City.

1.02 Applicability

These rules apply to all employees of the City of David City, Nebraska.

1.03 Authority for Change in the Rules

These rules are issued by authority of the City Administrator. The rules may be amended from time to time as needs require. Suggestions for amendments in the rules are welcome at any time from any employee. Suggestions should be submitted in writing to the City Administrator.

Copies of the complete Employees' Manual, with the pay plan, are issued to all Department Heads and other supervisors. All employees shall be given a copy of these rules by his department head or by the City Administrator or the City Clerk. Holders of copies of the complete manual are responsible for inserting changes as they are issued and keeping their respective copies of the manuals up to date.

1.04 Technical Rules

These rules relate to matters of personnel management. They do not cover any departmental procedures, standard practices, standing orders or other technical matters. The department heads have authority to make departmental rules not in conflict with these rules, and otherwise to manage the work and operation of their respective departments.

1.05 Appointing Authority

Department Heads shall be appointed by the Mayor, as provided by Ordinance, with the recommendation of the City Administrator. Employees subordinate to the Department Heads shall be employed as provided by City Ordinance.

1.06 Types of Employment

Employment of employees to positions under these rules shall be of the following types:

- A. Probationary employment
- B. Regular employment. Upon the satisfactory completion of the probation period, employees are placed on regular status. Regular Employment may fall into one of two categories:
 - I. Full Time
 - II. Part Time
 - a) Part Time Regular employment may be eligible for benefits at the discretion of the Department Head and the approval of the City Administrator and City Council.
- C. Temporary Employment. Employees may be given temporary employment, which status can exist for, and is limited to, no more than one year. Such employees do not receive fringe benefits.

1.07 Residency Requirements

All Departments that may be called back to work for emergency purposes (City Administrator, Police Chief, Water Department, Sewer Department, Electric Department, and Power Plant Department) are required to reside within a **fifteen mile** radius of the established city limits of the City of David City.

Street Department employees are required to reside within the city limits of David City.

Employees shall establish residency within six months after the calendar day of the start of employment and will maintain residency during the term of employment.

CHAPTER 2 – EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

2.01 Equal Employment Opportunity Statement

It is the general policy of the City not to discriminate upon the basis of race, color, religion, national origin, age, sex, marital status or disability.

2.02 Equal Employment Opportunity Manager

The City Administrator is designated as the Equal Employment Opportunity Manager for the City, to ensure that the equal employment opportunity policies are carried out. The City Administrator shall be responsible for the training of all supervisors (including those under appointed authorities) in equal employment opportunity matters.

2.03 Continuous Review

The City Administrator shall maintain a continuous review of the equal employment opportunity program of the City. The City Administrator shall monitor employment, promotions, pay increases, dismissals, and other personnel transactions to eliminate discriminatory practices. The City Administrator shall publicize the equal employment opportunity policy to employees, employment agencies and other sources of recruitment, vendors and contractors, and the public.

2.04 Rejections of Protected Persons

Upon receipt of a rejection of a minority person or of a female for a non-clerical position, the City Administrator shall investigate the facts of the rejection. The reports of rejections and any reports of investigations shall be retained for three years.

2.05 Career Development

The City Administrator shall conduct a career development program for employees in the City service. The City Administrator shall identify persons, who are qualified for promotion or who may become so qualified through further training, and keep records of their potential for promotion. The City Administrator shall also identify positions into which such persons may be promoted, without regard to departmental lines, and when vacancies arise in positions so identified, shall encourage the appointing authorities to make promotions of qualified employees.

2.06 Counseling

Any employee, who believes that he or she has been discriminated against, may seek counseling from the City Administrator (Equal Employment Opportunity Manager), whether or not he has discussed the matter with his immediate supervisor or has or has not filed a grievance.

2.07 Harassment

We will not tolerate harassment and/or discrimination against our employees by anyone, including management, supervisors, other employees, customers, or supplier.

Harassment on the basis of race, color, age, gender, religion, nation origin or disability will not be tolerated. Harassment not only demeans the individual who is subjected to such misconduct, but also creates an unacceptable and unpleasant working environment for everyone resulting in decreased productivity and work effectiveness, decreased morale, and unneeded conflicts with the City. Harassment includes verbal abuse or kidding which show hostility or demeans an individual or group is considered unacceptable by another employee.

Federal and state law provides that it is an unlawful employment practice for an employer to discriminate against any employee on the basis of sex. Sexual harassment includes, but is not limited to:

1. Unwelcome sexual advances, requests for sexual favors, and other verbal, visual or other physical conduct of a sexual nature where submission to such conduct is made an explicit or implicit term or condition of employment or submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual.
2. Substantially interfering with an individual's work performance or creating a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts or attentions.
3. Engaging in any type of sexually oriented conduct that unreasonably interferes with another's work performance.

If you feel that you are being harassed or discriminated against because of your race, color, age, gender, religion, national origin or disability, report all such incidents to your supervisor, your Department Head or the City Administrator. We will promptly investigate all complaints and prompt, appropriate discipline will be administered, as necessary. You will, at all times, be protected from any form of employee or management retaliation and all information will be kept as confidential as possible consistent with a proper investigation.

CHAPTER 3 – CLASSIFICATION AND PAY PLAN

3.01 Establishment of a Pay Plan

All City positions, whether occupied or vacant, are classified and are allocated pay grades within the pay plan. More than one position may be placed on the same pay grade. The pay plan is reviewed annually, revised as needed and approved by the Mayor and City Council. Employees will be paid monthly. Payment will be made electronically (ACH) on the last working day of the month.

3.02 Pay Scale/Step Plan

Each pay grade is divided into fifteen steps. The basis for moving from one step to the next is outlined below.

In order of importance:

- 1) Merit-Acquired knowledge, skills and abilities appropriate for the position held
- 2) Job Performance-based on performance evaluation of the immediate supervisor
- 3) Longevity-number of years of service to the City of David City

3.03 Step Pay Plan at Initial Hiring

- 1) A new employee, who meets the minimum qualifications of a position, will be placed on the Probationary Step. The new employee will be on New Hire Probationary status for six (6) months. Before the end of the sixth month of the Initial Probationary Period, the new employee will be evaluated by their immediate supervisor. If the new employee is recommended by the immediate supervisor to be removed from initial probation, they will be moved to the next step on the pay scale.
- 2) If prospective employee is qualified beyond minimum for a position, that prospective employee, if selected, may be credited with an appropriate number of steps within the pay plan based on merit and will be placed on the corresponding pay step. In no case will a newly hired employee be placed in a step above Step 3 on the pay plan. The new employee will be on New Hire Probationary status for six (6) months. Before the end of the sixth month of the Initial Probationary Period, the new employee will be evaluated by their immediate supervisor. If the new employee is recommended by the immediate supervisor to be removed from initial probation, they will be moved to the next step on the pay scale.

3.04 Longevity

Longevity will be determined by the employee's anniversary date, either date of hire or date the employee was placed in their present pay grade, whichever is more appropriate.

3.05 Promotion

An employee, who is promoted to a higher position, will be placed on the Probationary Step for that new pay grade. If the employee's current pay is higher than the Probationary Step in the new pay grade, the employee will be placed on the step which equals that employee's present pay. The City Administrator will have the option of granting a pay increase to a promoted employee by placing that employee on the next highest pay step from the step which corresponds to the employee's present pay. A promoted employee will serve a probationary period but will not receive a pay increase at the end of such probationary period.

3.06 Cost of Living Adjustments (COLA)

Cost of Living Adjustments (COLA's) are an [annual adjustment](#) in [wages](#) to [offset](#) a [change](#) (usually a [loss](#)) in [purchasing power](#), as measured by the [Consumer Price Index](#).

COLA's are used to assist the employee with increases in personal daily expenditures, and assist the City of David City by attempting to keep wages for positions competitive with other municipalities.

COLA's are a wage adjustment by the City Council at the recommendation of the City Administrator. COLA's are based on the Consumer Price Index, inflation, and most importantly, budgetary and financial considerations of the City. Recommendations for COLA's are reviewed annually during the budget process and final approval of Cost of Living Adjustments remains with the City Council. The entire pay grid will be adjusted when cost of living adjustments are approved by the City Council.

3.07 Wage Evaluation Survey

The City Council may, at their discretion, direct the City Administrator to conduct, or request a wage evaluation survey. This evaluation will examine compensation data from comparable cities and the data will include job market, workforce and other pertinent data. Future pay grid adjustments, except for the cost of living adjustments, will be based on survey data obtained from comparable towns.

CHAPTER 4 – BENEFITS

Overview

In addition to the wages set forth in the pay plan, employees (except temporary) shall receive other benefits which have significant value.

Regular full-time employees (those working a minimum of 40 hours per week) are eligible for the following benefits:

4.01 Medical and Life Insurance

Employees must work a minimum of 40 hours per week to be eligible for the medical and life insurance benefits

- a) Medical insurance is with Medica. The health insurance coverage runs from January 1st through December 31st. The HSA runs from January 1st through December 31st.

Effective January 1, 2006, and each year following, the City will contribute 75% of the deductible (\$3,000 for family; \$1,500 for individuals) which money will be deposited directly into the employees HSA account.

- b) The employee pays 25% of the monthly premium regardless of which coverage plan they have chosen. The City pays the balance.
- c) Employees hired prior to August 1, 1999 may receive a cash payment in lieu of the insurance listed above, upon providing proof of such coverage. The employee may receive \$88.75 per month for family coverage or \$16.90 per month for single.

4.02 Holidays with Pay

The following are designated as paid holidays by the City of David City.

- | | |
|---------------------------|-----------------------------------|
| 1) New Year's Day | 8) Columbus Day |
| 2) Martin Luther King Day | 9) Veteran's Day |
| 3) President's Day | 10) Thanksgiving Day |
| 4) Arbor Day | 11) Day after Thanksgiving Day |
| 5) Memorial Day | 12) Christmas Eve – Close at Noon |
| 6) Independence Day | 13) Christmas Day |
| 7) Labor Day | 14) Individual Selectable Day |

When a national holiday falls on a Saturday, the preceding Friday shall be recognized as a day off with pay. When a national holiday falls on a Sunday, the following Monday shall be recognized as a day off with pay. All City and Utility Departments shall close 1 hour early on December 31.

Individual Selectable Days must be used during the year in which they are earned and cannot be carried over to succeeding years.

4.03 Vacation with Pay

Employees (working a minimum of 40 hours per week) shall be entitled to vacation with pay according to the following schedule:

<u>Years of Employment</u>	<u>Days Vacation Allowed</u>
After 1 year	5 days = 40 hours
After 2 through 4 years	10 days = 80 hours
After 5 through 9 years	15 days = 120 hours
After 10 years	20 days = 160 hours

Employees may carry a maximum of 320 hours of vacation time. Any vacation hours in excess of 320 will be forfeited. Supervisors will make every effort to accommodate employees needing to use vacation hours to avoid forfeiture.

Each employee, upon retirement, dismissal, or voluntary separation from city employment, shall be paid for unused accumulated vacation leave. Upon the death of an employee, his or her beneficiary shall be paid for unused accumulated vacation leave.

Vacations shall be scheduled by the department head.

Department heads shall schedule their vacation with the City Administrator. Vacation shall be allowed in half-hour increments.

Vacation time shall be applied to FMLA leave after the use of sick leave (if applicable).

4.04 Retirement Plan

The City will match employee contributions in an amount equal to the greater of 6% of regular pay or \$50.00 per month to a regular employee's Deferred Compensation Plan. The City of David City currently has two deferred compensation plans to choose from.

New employees will not be eligible for this benefit until they have been taken off of probationary status. This is a voluntary benefit in which employees may choose not to participate. Employees, who elect not to participate in this benefit, will not receive any type of in-lieu of payment from the City.

4.05 Bonuses and Rewards

The City Council, by resolution duly adopted, may make a lump sum bonus payment to any employee, who has, in the Council's opinion, rendered exceptional service to the City and the community. The purpose is to recognize and reward only unusually meritorious work of the employee.

Department heads and supervisors have a duty to identify, recognize, and reward outstanding performance by employees, including productivity in quality or quantity of work, quantities of leadership, special courtesy and good service to the public.

4.06 Longevity Recognition

The City of David City may present gifts with a monetary value to employees in recognition of years of employment and other special occasions as approved by the City Council, as follows:

5 years	\$ 10.00
10 years	\$ 15.00
15 years	\$ 30.00
20 years	\$ 50.00
25 years	\$ 80.00
30 years	\$110.00
35 years	\$140.00
40 years	\$170.00
45 years	\$200.00

4.07 Regular Part-time Employees are eligible for the following benefits:

1. Vacation time on a pro-rata basis. ♦
 2. Retirement benefits on a pro-rata basis. ♦
 3. Employees, who work an average of twenty (20) hours or more per week, are eligible for one-half (1/2) day of holiday pay as per Section 4.03.
 4. Employees, who work an average of twenty (20) hours or more per week, are eligible for one-half (1/2) day of sick leave per month, accrued as per Section 7.01.
 5. Part-time employees are not eligible for Personal Leave and Funeral Leave.
- ♦ **Pro-rata basis:** Calculated by percentage. (The percentage used for calculations is: 2080 hrs. per year ÷ by the hours worked by the regular part-time employee in a year. This is the percentage of vacation/retirement allowed based on the vacation / retirement benefits as outlined in Sections 4.04 and 4.05.

4.08 Full-time Employee Discounts permitted:

- 10% off Auditorium Rentals (including bar charges)
- 10% off Swimming Pool Passes (family, couple, or single)
- 10% off Schweser House Rentals
- Gravel, White Rock, Mud Rock, etc. - allowed to purchase at cost
- Car Batteries - allowed to purchase at cost

CHAPTER 5 – HOURS OF WORK AND OVERTIME

5.01 Hours of Work

All Departments shall work a 40-hour workweek as the standard workweek unless otherwise provided.

The City Office standard workweek is:
8:00 a.m. to 5:00 p.m. Monday thru Friday from Labor Day to Memorial Day and,
7:30 a.m. to 5:00 p.m. Monday thru Friday from Memorial Day to Labor Day.

5.02 Time Sheets

Timesheets serve as the legal authority to pay an employee. They also serve as a verification of time off, and provide the legal basis to grant an employee benefits, including workers' compensation as appropriate. Employees are to provide an accurate accounting of all hours worked and leave used during a pay period on a timesheet.

All absences from an employee's regular work schedule must be reported and accounted for. An employee's timesheet accounts for all hours in the pay period and must be verified and approved by the employee's supervisor.

Completed timesheets require the signatures of the employee and the supervisor. These signatures certify that, to the best of their knowledge, the information provided on the documents is true and correct. An intentional misrepresentation of hours worked constitutes fraud and will result in disciplinary action or possibly termination of employment.

5.03 Flextime

Flextime is an alternate 40 hour workweek schedule by which an employee's workweek is determined by the needs of the job and is subject to Department Head or City Administrator approval.

Department Heads shall establish work periods and hours of work, which may differ from the hours of work to meet special department needs, projects or workloads. Special department needs and projects shall include, but not limited to, infrastructure construction, standard workweek snow removal, street painting, recycling, football events, track events, auditorium events, official committee and board meetings of the city, and any other known work that occurs before 7:30 a.m. or after 5:00 p.m. Monday thru Friday or on weekends.

Department Heads are encouraged to use flex-time whenever feasible to minimize overtime or the accumulation of compensatory time.

5.04 Overtime & Compensatory Time

Overview: All compensatory/overtime work should be held to a minimum and should be authorized in advance in writing by the appropriate supervisor. Each supervisor is responsible for and expected to use good judgment in determining what constitutes legitimate and necessary compensatory/overtime work.

In unusual situations in which prior approval may not have been practical or possible and the required completion of a specific project, assignment, or official travel results in overtime or compensatory time worked, the appropriate supervisor may verbally approve the unauthorized time based on the circumstances involved, but it should be reported to the City Administrator in a reasonable timeframe.

Due to the specialized nature of work involved, and the hours required, the Police Department is not subject to these general policies.

Definitions:

- A. **Overtime** - is the amount of time someone works beyond normal working hours, i.e.- the standard 40 hour workweek.
- B. **Compensatory Time** - refers to a type of work schedule arrangement that allows (or requires) workers to accumulate leave time and take time off instead of receiving overtime pay.

5.05 Nonexempt Employees Overtime & Compensatory Time

Overtime

According to the Fair Labor Standards Act (FLSA) time worked in excess of forty (40) hours in one week will be paid at the rate of time and one-half the regular rate of pay.

Compensatory Time

Compensatory time may be accumulated in lieu of time and half pay for overtime worked at the discretion of the City Administrator. These hours shall be recorded in the payroll system at the time of accrual and use. Hours worked in excess of eight hours in one day may not necessarily be counted as overtime.

When Compensatory time is allowed by the Department Head or City Administrator, an employee may accrue no more than twenty-four (24) hours of compensatory time at any given time. Any exceptions to this provision must be authorized by the City Administrator.

Compensatory time shall be used within the same pay period from when it was earned. If compensatory hours are earned during the last week of the pay period, those hours may be carried over to be used during the next week following the pay period in which they were earned.

Designated holidays, vacation time, individual selectable days, and sick leave time are included as hours of work for the purpose of calculating overtime during the week in which they fall.

5.06 Exempt Overtime/Compensatory Time

All exempt (Salary) employees shall not receive overtime compensation. All exempt employees may use compensatory time off on an hour-for-hour basis for hours worked in excess of 40 hours per week. Employees may accrue no more than twenty-four (24) hours of compensatory time. Compensatory time must be taken if at all possible in the same or the immediately following pay period in which it is accrued.

5.07 Work on Holidays

If an employee is required to work on a holiday, he/she shall receive eight hours of work credited to the total work week hours plus the number of hours actually worked on the holiday to be credited to the total week hours. All hours of said hours shall be included in time worked in calculating overtime for the week.

5.08 Call Out Time

If after an employee has left his/her place of work and he/she is called back for duty, he/she shall be paid for at least one hour of work, which shall be included in time worked in calculating overtime for that week. For purposes of calculating Call-Out Time, hours worked shall include one hour plus actual time worked after one hour.

5.09 On Call Time

An employee, who carried a pager for a week, will be credited with two hours of compensatory time if the hours worked for that week total less than forty (40) hours. If the hours total forty (40) or more, a maximum of four hours will be credited toward compensatory time. If an employee is on call during a holiday week, they will be credited a total of eight hours of compensatory time. Overtime pay is not permitted in place of compensatory time off. While an employee is On-Call Time, he/she shall be in a place and situation that allows for a response to any situation or need within thirty (30) minutes.

5.10 Standby Time

City Power Plant employees, who are not On-Call, will be credited with two hours of compensatory time during such times as Nebraska Public Power District mandates the David City Power Plant standby for possible electric energy production. An employee who is On-Call shall not receive any compensation for Standby Time. While an employee is on Standby Time, he/she shall be in a place and situation that allows for a response to any situation or need within thirty (30) minutes.

5.11 Breaks

A fifteen (15) minute break shall be allowed for each four (4) hours of work. If work conditions are such that travel, cleanup, etc., plus the break require more than fifteen (15) minutes, the break shall be taken on the site.

CHAPTER 6 – LEAVE

The City of David City leave policies adhere to the provisions of 29 U.S.C. 2601, commonly known as the Family Medical Leave Act of 1993. FMLA leaves are calculated on a rolling twelve-month look-back. FMLA leaves will run concurrently with all other leaves provided in this Personnel Manual which qualify as FMLA leaves.

6.01 Sick Leave

Sick leave with pay is a privilege granted to employees by the City for the convenience of the employee when he/she is sick or is needed to care for immediate family who is ill. Sick leave is not an earned benefit and shall only be granted to employees who are ill and unable to work. Each full-time employee is credited with one working day of sick leave each month and is charged with sick leave actually taken. No employee may accrue more than one hundred twenty (120) days of sick leave.

The employee shall notify the department head or supervisor of his/her illness before the time that he/she is due to report for work on the first day of illness. If he/she is physically incapable of giving notice in this manner, notice shall be given as soon as possible.

The department head or City Administrator may require the employee to present a medical certificate as to the fact of illness or as to the ability of the employee to perform his/her work upon returning from sick leave.

The City of David City leave policies adhere to the provisions of 29 U.S.C. 2601, commonly known as the Family Medical Leave Act of 1993.

*** SICKNESS - SELF:** An employee may use sick leave when that employee is ill and unable to perform his/her work or has an appointment with a doctor.

*** SICKNESS - FAMILY:** An employee may use sick leave when an immediate family member (spouse, child, father, mother, father-in-law and mother-in-law) is ill or is hospitalized and needs the employee's care, or, requires the employee to take that family member for a doctor's appointment.

If a supervisor suspects that an employee is abusing sick leave, they will notify the City Administrator, who will investigate the suspected employee's timesheets for patterns that indicate sick leave abuse. These may include:

- a) Use of sick leave in conjunction with Holidays, weekends, or scheduled vacation leave usage;
- b) Regularly occurring, and occasional use of sick leave;
- c) Use of sick leave during scheduled work projects.

Any employee that is suspected of sick leave abuse may have their sick leave usage monitored for a period of six months and counseled concerning the matter.

False claims for sick leave are causes for disciplinary action.

Sick leave may not be converted into vacation leave or used in lieu of vacation leave.

6.02 Public Service Leave

An employee may take leave to serve as a member of a jury, upon being called as a witness because of his position in any court, or, to enter military training for not more than two weeks in any one year. During the period of public service leave, the employee shall receive his/her regular pay less any amount received by him/her for performing such public service, provided, however, that no deduction shall be made for amounts earned of less than \$10.00 (R.R.S. 55-160).

An employee whose public service duty is completed before the end of his/her normal working day with the employee shall return to his/her City primary worksite.

6.03 Military Leave

Military leave shall be governed by Neb. Rev. Stat. Sections 55-160 through 55-166 (Reissue 2004) or as amended by the Legislature, and by the Uniformed Services Employment and Reemployment Rights Act.

6.04 Funeral Leave

Primary: Leave will be granted, not to exceed five (5) consecutive days per event, to employees to attend the funeral services of close family members, i.e., spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, niece or nephew.

Secondary: Leave will be granted, not to exceed two (2) consecutive days per event, to employees to attend the funeral services or secondary family members, i.e., grandparents, grandparents-in-law, aunts, uncles and cousins.

6.06 Personal Leave without Pay

A personal leave of absence under this policy is an approved absence without pay. Personal leaves of absence must be requested in writing and will be granted only for special reasons. Only regular full time employees who are not otherwise eligible for FMLA leave for any reason are eligible for a personal leave of absence. Time off without pay and leave of absence for medical or personal reasons will be considered on the basis of the City requirements and hardships caused thereby, the employee's performance record, the reason for the request, and the employee's length of service with the City. The determination of whether the request shall be granted rests solely within the discretion of the employee's Department Head and the City Administrator.

A leave of absence under this policy may be granted for personal reasons without pay for a period not to exceed thirty (30) days. All vacation time must first be exhausted before a leave of absence under this policy will be considered.

A leave of absence without compensation under this policy also may be granted for illness, injury or pregnancy disability for a period not to exceed thirty (30) days. All vacation and sick leave must first be exhausted before a leave for these purposes will be considered. At the option of the City, an employee may be required to present a certificate from the employer's physician and/or a physician of his/her own choosing as to the fact of the illness, injury or pregnancy disability. The employee must present a full medical release signed by his or her physician before being reinstated for work.

The length of absence may be extended at the discretion of the City upon further application in writing by the employee prior to the expiration of the initial period. In no event will leaves be granted for a period in excess of sixty days. If your leave of absence is in excess of thirty (30) days, your return is subject to job availability. If your position is not available at the end of your leave, the City will make a reasonable effort to return you to a substantially similar position.

It will be the responsibility of the employee who has been granted a leave of absence in excess of thirty (30) days to pay monthly premiums for any continued group insurance coverage. In the absence of such payment, coverage will be terminated; however, you will be given an opportunity to convert the policy for your individual coverage. Failure to return to work on the date scheduled by the City will result in discharge from employment.

All leaves of absence will be granted subject to and in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), if applicable.

6.07 Personal Leave

Personal leave will be granted to regular full time employees prorated by years of employment as follows:

0 years to 4 years	- 2 days per year
5 years to 9 years	- 3 days per year
10 years to 14 years	- 4 days per year
15 years to 19 years	- 5 days per year
20 years to 24 years	- 6 days per year
25 years to 29 years	- 7 days per year
30 years to 34 years	- 8 days per year
35 years to 39 years	- 9 days per year
40 years plus	- 10 days per year

Personal leave is not an earned benefit. Personal leave is deducted from accrued sick leave and may be used by the employee for any reason. If an employee does not have accrued sick leave then the employee shall not be granted personal leave. Personal leave shall be considered a privilege to reward employees for their attendance.

Only full-time employees (those working 40 hrs. per week) are eligible for Funeral Leave and Personal Leave.

6.08 Catastrophic Leave Donation Program

Purpose

The City of David City recognizes that there are instances in which an employee may suffer from a catastrophic illness or non-work-related injury requiring extensive medical treatment, rehabilitation, and ultimately the exhaustion of the employee's City-provided paid leaves.

The City of David City also recognizes that when these instances occur, co-workers of the employee experiencing a catastrophic illness or non-work-related injury desire to assist the employee until the employee recovers from the illness and can return to work.

This policy is intended to establish guidelines for employees of the City of David City to donate accrued vacation time and personal leave to another employee suffering from a catastrophic illness or non-work-related injury to be used as paid sick leave by the employee with the catastrophic illness or non-work-related injury.

Employees Covered

All employees who earn sick leave and have been employed a minimum of twelve consecutive months shall be eligible to participate in the Catastrophic Leave Donation Program.

Recipient Employee Eligibility

To be eligible to receive leave donated pursuant to this policy, an employee must meet the following conditions:

1. The employee must be suffering from a catastrophic illness or non-work related injury which has resulted in the exhaustion of all of the requesting employee's paid leave and which extends for at least one week after the exhaustion of such leave.
2. Generally, illnesses which qualify as "serious health conditions" pursuant to the Family Medical Leave Act would be considered as eligible for catastrophic illness leave donation. The illness must be that of the employee personally, not an illness of the employee's child, spouse, or other family member, to be eligible for leave donation.
3. The employee must produce competent medical verification of the illness or non-work related injury satisfactory to the City of David City.
4. The employee must have a minimum of one year of service with the City of David City.
5. The employee must have exhausted all paid leave, including but not limited to sick leave, vacation, and personal holidays.
6. The employee must not have offered anything of value to another employee in exchange for the leave donation.
7. No more than 1,040 hours per 12 month period from date of catastrophic leave approval may be received by the employee.
8. The employee must complete the Catastrophic Illness Donation Request Form (Attachment A) and submit the form to the employee's department head, and the City Administrator, who will certify that the employee is eligible to participate in the leave donation program.

Donor Employee Eligibility

1. The employee must have an accrued vacation leave balance of at least forty hours subsequent to making a leave donation.
2. The employee must donate Personal Convenience Holidays in only eight-hour increments. Vacation may be donated in four-hour or eight-hour increments.
3. The employee must not have solicited nor accepted anything of value in exchange for the donation.
4. The employee must complete and have witnessed the Catastrophic Illness Donation Form.

How to Apply For or Donate Leave

1. An employee who qualifies for catastrophic illness leave shall complete the Catastrophic Illness Donation Request Form (see Attachment A) and submit it to the department head who shall, in conjunction with the Personnel Director, review it for approval or denial.
2. Upon approval, donor employees shall complete the Catastrophic Illness Donation Form (see Attachment B) indicating a willingness to donate vacation or Personal Leave time and the amount of said time to be donated. This form shall also be signed by a witness to the donor's signature. The completed form should then be forwarded to the payroll person in the department of the ill employee.
3. Employees donating their time are doing so strictly on a voluntary basis and will have their vacation or Personal leave balances irrevocably debited for the amount of time transferred to the recipient employee. The transferred time will be placed in the recipient employee's sick leave account.
4. The City of David City Payroll Department will monitor hours donated. The time donated will be on an "hour-for-hour" basis to the recipient employee.
5. Vacation hours transferred are done so in four-hour or eight-hour increments. Personal leave hours transferred are done so in eight-hour increments. Any time donated which is not used by the recipient remains with the recipient.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

BASIC LEAVE ENTITLEMENT

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care,
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging to alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is:

- (1) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or
- (2) A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

BENEFITS AND PROTECTIONS

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

ELIGIBILITY REQUIREMENTS

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

DEFINITION OF SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

USE OF LEAVE

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

SUBSTITUTION OF PAID LEAVE FOR UNPAID LEAVE

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

EMPLOYEE RESPONSIBILITIES

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was

previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

EMPLOYER RESPONSIBILITIES

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

UNLAWFUL ACTS BY EMPLOYERS

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State of local law or collective bargaining agreement which provides greater family or medical leave rights.

CHAPTER 7 – EMPLOYEE DISCIPLINE, RULES OF CONDUCT AND EMPLOYEE GRIEVANCES

Overview

The city of David City subscribes to the philosophy of progressive discipline in managing the behavior and job performance of its employees. Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance problem or opportunity for improvement exists.

The process features increasingly formal efforts to provide feedback to the employee so he or she can correct the problem. The goal of progressive discipline is to improve employee performance.

The process of progressive discipline is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations. Progressive discipline is most successful when it assists an individual to become an effectively performing member of the organization

7.01 Disciplinary Actions

The following types of disciplinary issues and levels of disciplinary actions are appropriate for all employees of the City of David City and are described in a progressive manner. However, the nature and severity of the violation will dictate the level of discipline imposed. More severe levels of disciplinary action may be imposed when a lesser action is deemed inadequate or has not achieved the desired results. Management shall also consider the type and frequency of previous offenses, the period of time elapsed since a prior offenses and consideration of extenuating circumstances.

One or a combination of, any of the following disciplinary actions may be imposed. If one or more of the prescribed disciplinary actions are imposed, it shall be in writing on a single document and imposed at the same time. All disciplinary actions, formal and informal, are conducted in private, but may be conducted with a witness.

The Department Head and the City Administrator must be present for all disciplinary actions other than a verbal or written reprimand.

7.02 Verbal Reprimand: The minimum disciplinary action is the verbal reprimand which is an articulation of the problem by the supervisor to the employee. This serves as a warning and may be repeated for minor infractions before a supervisor applies stronger action. A note of the date and nature of the verbal reprimand should be maintained by the supervisor for one year from the time of the last incident. At the same time it should be stated specifically that the employee is receiving a formal warning.

The City Administrator, Department Head or appropriate supervisor may administer a verbal reprimand to correct a problem area. A written record of the reprimands will be made and such will be made a part of the employee's personnel files. Such records should include time, date, a brief description of the problem and direction given to the employee.

7.03 Written Reprimand: The written warning is a formal account of an infraction and a counseling statement must be filed in the employee's permanent personnel record. This documentation must be reinforced by a discussion of the problem with the employee and must be acknowledged by the signature of the employee. The signature does not imply agreement. A repeat offense results in an interview with the City Administrator and the Department head and second written warning being placed in the employee's files; a third infraction is grounds for dismissal.

The City Administrator, Department Head or supervisor may submit a written reprimand to the employee when an oral warning has not resulted in the expected improvement, or when more severe action is warranted. The City Administrator shall file a copy of the reprimand in the employee's personnel file, from which it may be removed after one (1) year, provided no additional reprimands are received by the employee. Such removal shall be at the discretion of the City Administrator. Written reprimands should contain the specific time, date, place of offense and a statement of corrective action to be taken by the employee. Copies shall be placed in the employee's personnel file.

7.04 Disciplinary Probation Status: Disciplinary probation may be imposed at the recommendation of the Department Head and the approval of the City Administrator for a period of up to 6 months, but may be extended to a total of one year. This is a designated time period during which the employee must improve. Improvement standards and time frames shall be set by the supervisor, and put in writing and a copy given to the employee and placed into the employee's personnel file. An extension of disciplinary probation shall be considered as a separate disciplinary action.

Employees on disciplinary probation shall not be promoted or granted performance-based pay increases within the City of David City step pay plan.

Employees granted leave while serving disciplinary probation may have their probation extended by the number of days absent on leave.

An employee may be removed from disciplinary probation at any time with the approval of the City Administrator if the Department Head believes that there is significant improvement by the employee.

7.05 Suspension: The City Administrator may, for cause, suspend, with or without pay, an employee of the City of David City for a set period of time. A written statement specifically setting forth reasons for the suspension and duration of the suspension shall be furnished to the employee. Copies shall be placed in the employee's personnel file.

The employee's service date shall be adjusted by the number of calendar days absent during a suspension.

Employees on suspension shall not be granted vacation, sick or holiday leave, nor unused compensatory time off during the suspension period.

7.06 Demotion or Reduction in Salary within a Salary Grade:

Demotion: At the recommendation of a Department Head, the City Administrator may demote an employee to a class of a lower salary grade as a disciplinary action. The employee's duties shall be changed to reflect the new classification. Upon demoting an employee for disciplinary reasons, an agency head shall reduce the employee's salary a minimum of 5% and the salary may not be above the maximum rate of the new salary grade. However, demoted employees' salaries may be reduced no lower than the hiring rate of the new salary grade. (Note: If the employee's reduced salary is at the hiring rate, the employee's salary shall be increased to the minimum permanent rate within six months.)

Reduction in Salary within Salary Grade: At the recommendation of the Department Head, the City Administrator may reduce the salary of an employee with their salary grade. The City Administrator may restore employees to their previous salary when circumstances justify. Employees' salaries may be reduced to no lower than the hiring rate of the salary grade.

7.07 Dismissal or Discharge: Discharge is the act of removing an individual from employment from the City of David City. An employee may be discharged at any time, without regard to the preceding steps, if he or she commits an offense for which immediate discharge is specified as a penalty or if, in the City Administrator's and Department Head's judgment, the employee's continued presence would be contrary to the well-being of the City of David City or any of its employees.

The employee shall be furnished notice of dismissal in writing, stating the reason for dismissal. It is recognized there will be occasions when immediate dismissal is required

7.08 Reasons for Imposing Disciplinary Action:

- A. Violation of, or failure to comply with: federal laws; State constitution or statute; Municipal Code; or published rules, regulations, policies, or procedures of the City of David City
- B. Abuse of sick leave
- C. Failure or refusal to comply with a lawful order or to accept a proper assignment from an authorized supervisor.
- D. Inefficiency, incompetence, or negligence in the performance of duties.
- E. Unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcoholic beverage in the workplace, or reporting for duty under the influence of alcohol and/or unlawful drugs.
- F. Negligent or improper use of City property, equipment, or funds, or conversion of same to one's own use.
- G. Use of undue influence to gain, or attempt to gain, promotion, leave, or favorable assignment for individual benefit or advantage.
- H. Falsification, fraud, or intentional omission of required information on the employment application/resume.
- I. Unauthorized, improper use or abuse of any type of leave, meal, or rest periods.

- J. Repeated tardiness or unauthorized leave, including unauthorized departure from work area.
- K. Failure to report to work or remain at work during emergency situations, when designated as emergency personnel.
- L. Failure to maintain satisfactory working relationships with the public or other employees.
- M. Failure to obtain and maintain a current license or certification required by law or David City standards as a condition of employment including a State of Nebraska Drivers License.
- N. Conviction of a felony.
- O. Repeated failure to make reasonable provision for payment of personal debts which results in more than one garnishment, except in cases of court ordered child support payments.
- P. Insubordinate acts or language which seriously hampers the City's ability to control, manage, function or conduct business.
- Q. Acts or conduct (on or off the job) which adversely affects the employee's performance and/or the City's performance or function.
- R. Workplace harassment based, in whole or in part, on race, color, sex, religion, age, disability, or national origin, which manifests itself in the form of comments, jokes, printed material, and/or unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature.
- S. Possession of materials and/or the utterance of comments in the workplace that are derogatory towards a group or individual based upon race, gender, color, religion, disability, age, or national origin.

7.09 Grievance Procedure and Disciplinary Appeal Process

Overview Statement

All employees occupying a permanent, non-appointed position have grievance rights and are eligible for the disciplinary appeals process with the following exceptions:

Discretionary appointed employees, temporary employees and employees on original probation, have no grievance rights or Disciplinary Appeals rights within the City of David City grievance and Disciplinary Appeals procedure.

Grievance Procedure Steps

Step 1 An employee, who has a grievance relating to his/her employment, shall first present his grievance to his/her immediate supervisor or Department Head, either orally or in writing. This must take place within five (5) workdays of the grieved occurrence. The supervisor will respond within three (3) workdays and notify the City Administrator of the grievance and the response.

Step 2 If the employee is not satisfied with the response from the Department Head or supervisor, he/she may appeal in writing to the City Administrator. The City Administrator will respond within ten (10) workdays to the employee's concerns.

Step 3 If the employee is unsatisfied with the response from the City Administrator, the employee may request through the City Administrator a meeting will be scheduled with the department head, City Administrator, Mayor, and the City Council in a closed session at the next City Council Meeting.

If the grieved issue is an emergency in nature, the Mayor may call an emergency meeting of the City Council to discuss the issue. This will be at the sole discretion of the Mayor.

Disciplinary Appeals Process

The Disciplinary appeals process is only appropriate for the following disciplinary actions:

1. Disciplinary Probation
2. Suspension
3. Demotion
4. Reduction in Salary within Salary Grade
5. Dismissal or Discharge

All disciplinary actions are effective as assigned by the Department Head or City Administrator, and will be relayed to the Mayor and City Council for informational purposes.

Step 1 Disciplinary action taken by the Department Head and City Administrator against an employee may be appealed to the Mayor. This appeal must be submitted in writing to the City Administrator within three (3) workdays of the employee being notified of disciplinary action, as outlined in Section 8.09. This appeal will then be forwarded to the Mayor who will then respond to the appeal within five (5) workdays to the disciplined employee.

Step 2 If the employee is unsatisfied with the decision of the Mayor, the employee may request through the City Administrator a meeting will be scheduled with the department head, City Administrator, Mayor, and the City Council in a closed session at the next City Council Meeting.

The Council may, at their discretion, modify, lower or remove the disciplinary action imposed by the City Administrator.

In order to not inhibit employee's option to appeal a disciplinary action, and to avoid the appearance of punitive action for submitting an appeal, Council will endeavor to not impose additional disciplinary sanctions on any employee submitting an Appeal of Disciplinary Action for their review.

Discretionary Appointed Employees

Discretionary Appointed Employees are designated as at-will employees and serve at the discretion of the Mayor as stipulated in Nebraska State Statute 17-107. As such, these employees are not entitled to the above stipulated Grievance Rights or Disciplinary Action Appeal process (Section 8.10) as outlined for the City of David City.

The Discretionary Appointed at-will Employees for the City of David City are:

- City Administrator
- City Clerk/Treasurer
- Deputy City Clerk
- Parks and Auditorium Director
- Wastewater Department Supervisor
- Power Plant Supervisor
- Building Inspector
- City Attorney
- Police Chief
- Chief Prosecutor
- Street Superintendent
- City Electric Department Supervisor
- Water Department Supervisor

As stipulated in City of David City Municipal Code, the City Council may, at their discretion, review any termination or removal from service of any appointed official by the Mayor. The Council may uphold, reverse or modify the removal or termination from service. (*David City Municipal Code Chapter 1, Article 2, Section 201*).

The City Administrator will be responsible for the maintenance of all disciplinary action records and will notify the City Council of all disciplinary actions that include: Disciplinary Probation, Suspension, Demotion or Salary Reduction, and Dismissal in a timely manner.

In accordance with State Statute, the City Administrator will assist the Mayor in all discipline activities that involve Discretionary Appointed At-Will employees.

CHAPTER 8 - ELECTRONIC COMMUNICATIONS SYSTEMS

Overview

This policy includes the telephone system, electronic mail, voice mail, facsimiles, computers, pagers, cellular telephones, the Internet and the World Wide Web.

- 8.01 Ownership of messages.** The electronic communications systems (ECS) and all information created, sent, received, accessed or stored on them are the property of the City.
- 8.02 Business use.** The ECS are to be used primarily to conduct business of the City. Reasonable personal use of such systems is permitted but must not interfere with an employee's productivity.
- 8.03 No presumption of privacy.** Employees should assume that any communications they create, send, receive or store on the City's ECS may be read or heard by someone other than the intended recipient.
- 8.04 Employer's right to monitor messages.** Management reserves the right to monitor, access, retrieve and read any electronic communications to determine if violations of the law or this policy exists, and if necessary, disclose the same to law enforcement officials or other third parties.
- 8.05 Message restrictions.** Electronic communications may not contain content that a reasonable person would consider to be defamatory, offensive, harassing, disruptive or derogatory.
- 8.06.1 Prohibitive activities.** Employees may not upload, download, or otherwise transmit copyrighted, trademarked, or patented material; or other confidential, private or proprietary information or materials in violation of any legal constraints. Employees may not use the City's ECS to gain unauthorized access to remote computers or other systems, or to damage, alter or disrupt such computers or systems in any way. Employees may not, without authorization, use or disclose someone else's code or passwords.
- 8.06.2 Record retention.** It is each employee's responsibility to ensure that those electronic messages that must be retained for future reference are in fact saved.
- 8.07 Viruses and tampering.** Files downloaded from the Internet and any computer disks received from non-employer sources must be scanned with virus detection software before installation and execution. Employees must report any tampering or other system breaches to the City Administrator.
- 8.08 Violations.** Violations of this policy may result in suspension of some or all electronic communication privileges, disciplinary action, or if necessary, termination.

CHAPTER 9 – DRUG FREE WORKPLACE

Overview

The City of David City, Nebraska is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive workforce. To this end, the City unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs. To ensure worker safety and workplace integrity, the City of David City, Nebraska prohibits the manufacture, possession, distribution or use of controlled substances in the workplace by its employees or those who engage or seek to engage in business with the City.

City of David City, Nebraska employees are prohibited from unlawful manufacture, distribution, dispensation, possession or use of alcohol and/or controlled substance in the workplace. Workplace means all property including, but not limited to, the offices, facilities and surrounding areas, parking lots, storage areas, owned or leased vehicles and equipment wherever located, whether owned or leased and whether or not they are in the control of the City. Any employee found violating this policy and/or convicted of violating any criminal drug statute while on the work place will be subject to discipline up to and including termination and/or, may be required to successfully complete an approved drug/alcohol abuse program sponsored by a private or governmental institution.

There will be no differentiation between someone who illegally uses drugs and someone who sells or distributes drugs. Any employee who gives, or in any way transfers, a controlled substance to another person or sells or manufactures a controlled substance while on the job, while representing the City of David City, Nebraska in an official capacity or while on the workplace will be subject to the consequences listed above.

The term "controlled substance" means any drug listed in 21 U.S.C. 812, Neb. Rev. Stat. 28-401 et. seq. and other state or federal statutes or regulations. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to: Heroin, Marijuana, Cocaine, PCP and Crack. They also include "prescription drugs" which have not been prescribed by a licensed physician.

A City of David City, Nebraska employee will be required to report within five days any criminal drug statute arrest(s) or conviction to his/her immediate supervisor. The supervisor will immediately report such conviction to the City Administrator.

9.01 PROCEDURES

- A. All newly hired temporary and permanent employees of City of David City, Nebraska will receive a copy of this policy contained in the Employee Manual. A signed statement of understanding and acknowledgement receipt for this policy will be maintained in the employee's personnel file.
- B. All new hires will receive drug abuse awareness information. Information will include:

1. Review of this drug free work place policy
2. Health and safety dangers associated with drug and alcohol use.
3. Dangers of drug abuse in the workplace
4. Availability of counseling and treatment services

9.02 Reasonable Cause Testing

- A. City of David City, Nebraska employees may be subject to drug and alcohol testing when there is reasonable cause or suspicion to believe the employee is using or under the influence of a controlled substance or alcohol while on duty or on the workplace.
- B. Reasonable cause or suspicion exists when the actions or appearances of an employee are out of the ordinary and unusual to the normal behavior patterns of the employee. It is based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his/her duties due to drug or alcohol impairment. The conduct relied upon to form reasonable cause or suspicion must be based on specific and articulable observations, including but not limited to, observable signs of intoxication (such as bloodshot or watery eyes, slurred speech, appearance, unsteady body movement or breath odors); a work related accident or near accident which indicates employee fault; decreases in the quality or quantity of employee productivity, judgment, reasoning, concentration, marked changes in behavior, deviations from safe working practices, erratic conduct or credible information received from a reliable person with first hand knowledge are examples of reasonable belief situations.
- C. Upon determination by City of David City, Nebraska Department Head or the City Administrator that reasonable cause or suspicion exists to believe that an employee is under the influence of an intoxicating substance while on duty or on work premises, the City Administrator may direct the employee to undergo drug/alcohol testing. City of David City, Nebraska Department Heads and/or the City Administrator shall document the events surrounding this reasonable suspicion.
- D. If an employee is referred for testing all efforts will be made to transport the employee to the nearest testing facility. The employee will be required to provide a blood, breath or urine sample. The sample will be tested qualitatively for at least the following substances:
 - a) THC
 - b) Cocaine
 - c) PCP
 - d) Opiates
 - e) Methamphetamine/amphetamine
 - f) Alcohol
- E. An employee that is required to submit a sample for testing after determination of reasonable cause or suspicion shall be informed verbally and then followed by a written directive, that he/she is being placed on unpaid investigatory suspension, pending the outcome of an investigation.

- F. After the testing is complete the employee shall not be returned to work or allowed to drive home. The City of David City, Nebraska Department Head or the City Administrator will assist the employee in arranging for transportation home after the testing, preferably by a ride through a family member or friend.
- G. An employee who refuses to submit a sample under this policy will be placed immediately on unpaid investigatory suspension and will be subject to disciplinary action. Refusal by an employee to be tested, or confirmation by the lab of a specimen which has been adulterated shall be treated as a positive test. Employees suspected of being under the influence of drugs/alcohol and refuse to be escorted to be tested shall be given a directive not to drive home. Local law enforcement shall be notified if an employee suspected of being under the influence disregards a directive not to drive home and leaves in their vehicle.
- H. If the investigation determines a negative test for alcohol/drugs, the employee will be reinstated back to work and all leave without pay, during the investigatory suspension, will be paid back to the employee and all records of this investigation will be removed.
- I. Employee who test positive shall be subject to discipline up to and including discharge. Employees who fail to fully cooperate as required will be discharged.

CHAPTER 10 – GENERAL POLICIES

10.01 Physical

Pre-employment physical exams are required of applicants in certain designated classifications who are given a conditional offer of employment. A physical is a prerequisite of a post-offer of a new employee. The City of David City will follow the Americans with Disabilities Act.

10.02 Probation Periods

Every employee, including appointed officials and regular part-time, shall be on probation for his first six months of employment. Such probation periods may, at the discretion of the supervisor or City Administrator, be terminated before the completion of the probation period, but not sooner than three months after employment began.

When the employee first reports for work, he or she shall be notified of the fact that he/she will be on probation for the first six months. During that time, the supervisor or City Administrator shall observe his/her work with particular care; and advise him/her whether he/she is progressing satisfactorily.

Before the close of the probation period, the Department Head or City Administrator shall:

- a) Recommend an increase in pay within the scope of the pay plan;
- b) Extend the probation period not to exceed one period of three months, and, so notify the employee;
- c) Dismiss the employee; or,
- d) Recommend to the Mayor the dismissal of an appointed official.

This will be completed using the City of David City Standard Performance Evaluation Form. (Attachment C)

Probationary employees are entitled to all benefits as set out in these rules except the Deferred Compensation Plan.

10.03 Employee Orientation

The Department Heads and supervisors have a duty to orient all new employees. Such orientation training includes the duties of the position, the hours of work, relationships to the other employees, safety precautions, the rights and obligations of an employee, and information about the unit and department. The new employee should be made welcome and be encouraged to ask questions. He shall also be given a set of these rules and shall sign a receipt acknowledging that fact.

10.04 Employee Evaluations/Performance Reviews

All employees, including appointed officials, shall be subject to annual performance review to be performed by their immediate supervisor. Additionally, employees placed on

Disciplinary Probation, and newly hired employees on Initial Probation status will receive a performance evaluation prior to be removed from probationary status.

The City Administrator will notify the department heads of any employees that need to have performance evaluations done in their respective departments on a monthly basis. The City Administrator will request a date for these evaluation to be completed and returned to the City Administrator for review and for adjustments to be made in regards to the employees performance pay plan. Performance evaluations will be completed on the City of David City Standard Performance Evaluation Form (Attachment C).

The mayor and city council will perform the city administrator's performance review with input from the department heads

10.05 Employment of Relatives

Two or more of the same immediate family shall not be employed to supervise each other or to do work under the same immediate supervisor. They may, however, be employed in different units of the same department or in different departments. The employment of family members under these circumstances is welcome. (This rule does not apply to cases of the employment of relatives existing on the effective date of these rules).

Exception: Swimming Pool Personnel ONLY: Two or more of the same immediate family may work under the same immediate supervisor. As with all employees: Two or more of the same immediate family shall not be employed to supervise each other.

10.06 Change of Status

All employees shall report changes of address, telephone number, number of dependents, marital status, name, etc., to the City Clerk.

10.07 Other Positions of Paid Employment and Outside Employment

Full-time employees shall not hold other positions of paid employment or accept pay for service (outside employment) without the prior written approval of their respective Department heads or the City Administrator.

10.08 Pay at Termination

Employees who are terminated, if they request, may receive their pay no later than five working days following the effective date of termination. Utility bills, owed to the City, must be paid in full before the termination pay will be made.

At the time of separation, an employee shall be paid for his/her vacation leave and personal leave which has not been used.

10.09 Return of Property

At the time of separation and prior to receiving the employee's final pay, an employee shall return all keys, tools, uniforms, or other City property issued to him/her in the course of his/her employment.

10.10 Political Activity

The City of David City encourages its employees to be part of the democratic process. The following guidelines have been developed for City employees in order to ensure that City employees do not violate, federal, state or local laws regarding public employment and political activity.

- 1) Employees shall not engage in political activities during their working hours.
- 2) Employees shall not use City property or resources for political activities.
- 3) No supervisor or other person in authority shall, in any way, require an employee to support a candidate or any political activity.
- 4) Employees may not promote any political activity or political candidate, either during their normal working hours or during personal time that conveys the appearance that the employee speaks on behalf of the City
- 5) Employees may not promote any political activity or political candidate, either during their normal working hours or during personal time that conveys the appearance that the City supports or does not support a political candidate or cause.

10.11 Private Business Activities

Employees shall not engage in private business activities during their working hours and shall not use city property or facilities for such activities.

10.12 General Service

All employees are employees of the City at large, not employees of a department. Although each one may regularly fill a particular position, anyone may expect to assist in other work when asked to do so, provided that the work to be done does not require special knowledge and/or training, the lack of which might result in hazards to others and the employee.

10.13 City Equipment

Employees may not use the City equipment or tools for their personal benefit or gain except:

- a) With the approval of the Department Head, they may do minor work for themselves in the City's shops when they are not on duty;

- b) When the City Council or the City Administrator approves, City vehicles may be used for personal transportation.

Any damage to City equipment will be reported to the appropriate supervisor or Department Head immediately and an insurance claim will be submitted as appropriate.

10.14 Reimbursement Limits

The Federal I.R.S. limitations for Nebraska for reimbursement for mileage, lodging and meals when employees are attending schools, seminars, conferences, etc. (as requested by the City) on behalf of the city are adopted as follows:

Mileage: Mileage reimbursement rate for the City of David City will be the same as the mileage reimbursement rate set by the State of Nebraska's Department of Administrative Services, which is increased and decreased as necessary.

Lodging: Actual & Reasonable rates.

Meals: Not to exceed \$30.00 per day.

10.15 Travel Policy

Employees are permitted to attend meetings, schools, seminars, and conferences anywhere in the state of Nebraska, and/or within a 300 mile radius. Any other requested travel will be up to the discretion of the City Administrator.

10.16 Smoking/Use of Tobacco

Smoking (i.e. lighted cigar, cigarette, pipe, etc.) and use of any other tobacco products (i.e. chewing tobacco, snuff, etc.) in any City facilities, vehicles, and equipment is prohibited. This policy applies to all employees, customers, and visitors.

10.17 Emergency Situations

Overview

The following guidelines apply to situations that prevent significant numbers of City employees from reporting for work on time or which require the closure of all or part of City normal activities, including major disasters and other emergency situations, adverse weather conditions, natural disasters, and other incidents causing disruptions of City operations.

These procedures apply to all David City employees. These procedures are based on the principal that the business of the City of David City is vital to serving the community of David City.

The City of David City, as employer, has a reasonable expectation that employees report to work or remain at work during emergency situations unless specifically excused by their supervisors.

I. Employees Who Are Expected to Work during Dismissal or Closure Situations

As a general rule, all Department Heads are identified as Emergency Personnel and as such, are required to report to work or remain at work during emergency situations.

Each Department Head has the discretion to identify and designate those employees he or she judges to be necessary to continue vital operations in any given emergency situation.

Emergency employees are expected to report for or remain at work in dismissal or closure situations unless otherwise directed by their Department Head. A Department Head may determine that circumstances justify excusing an emergency employee from duty. A Department Head may grant a reasonable amount of excused absence to an emergency employee who is unable to report for work when he or she has an individual hardship or circumstances unique to the employee. For example, factors such as distance, availability of transportation, or available alternatives to childcare or eldercare will be considered.

II. No Additional Pay or Paid Time Off for Employees Who Must Work

Employees who are required to work during their regular tour of duty on a day when their agency is closed (or when other employees are dismissed early) are not entitled to receive overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled non-overtime hours.

III. Failure to Report for Work

An employee may not be charged leave on a day when City Offices for the City of David City is closed for the day. In unique situations, a Department Head may determine that circumstances justify excusing an emergency employee from duty, and he or she may be granted excused absence.

However, if an employee who is required to work fails to report for duty without adequate reason for his or her absence, the Department Head may choose to place the employee on absence without leave (AWOL), and the employee may potentially be disciplined for the AWOL at the Department Head's discretion. The Department Head will confer with the City Administrator to make the determination as to whether the employee has adequate reason for his or her absence.

10.18 Professional Development

The City of David City is committed to supporting employee professional development through job related or corporate related educational courses, conferences and seminars. Educational assistance for employee professional development is subject to budgetary limitations and in accordance with established procedures.

This policy supports employee pursuit of educational opportunities and professional development, for the purpose of enhancing current job performance, or improving opportunities for advancement within the City.

This policy applies to all permanent full-time employees of the City with the exception of employees on probation.

Approved Professional Development Opportunities:

Job Related Courses

Courses or training designed to develop skills, knowledge and effectiveness in employee's current position with the City of David City.

Corporate Related Courses

Courses or training designed to develop skills related to future goals with the City of David City. This will encompass courses taken while working towards degree, certification and diploma programs as identified during an annual performance appraisal with the City of David City. Programs under consideration will include those that benefit career fields within the municipality, and not those related to the employee's current position.

READ CAREFULLY BEFORE SIGNING

ACKNOWLEDGEMENT, AUTHORIZATION, AND RECEIPT

I acknowledge receipt of the David City Personnel Manual. I understand that this Personnel Manual is not a contract.

I authorize deduction from my paycheck for any wages or benefits advanced to me, and for the cost of City property issued to me that I fail to return in good condition (normal wear and tear excepted) when asked to do so, and for any amounts owing to the City of David City upon the termination of my employment.

Sign your name here

Date

Print your name here



(Attachment A)

City of David City
Catastrophic Illness Donation Request Form
(To be completed by Requesting Employee)

_____, an employee in _____,
(Name) (Department)

has requested vacation leave/Personal Convenience Holiday donations under our Catastrophic Illness Program, and meets the conditions of our Catastrophic Illness Program per the attached medical documentation.

My signature hereto acknowledges that I agree to release, indemnify, and hold harmless, the City of David City from any claim I might have relating to the release of only my name to City Departments advising them that I am eligible for Catastrophic Illness Donations.

Employee Signature

Date

Social Security Number:

APPROVED: _____
Department Head

Date

APPROVED: _____
Personnel Director

Date

Employee: Forward this request form **and** medical documentation from your physician to your department head.



(Attachment B)

City of David City
Catastrophic Illness Donation Form
(To be completed by Donating Employee)

To be eligible to donate vacation leave/Personal Leave:

1. Personal Convenience Holiday may be donated in only eight-hour increments.
2. Vacation may be donated in four-hour or eight-hour increments.
3. Must not have solicited nor accepted anything of value in exchange for the donation.
4. Must have remaining to his/her credit at least 40 hours of accrued vacation leave.

Name of employee you are contributing to: _____

Number of hours you are donating: _____
Vacation Hours Personal Leave Hours

I understand my vacation leave/Personal Leave balance(s) will be decreased by the hours I am donating and that my vacation leave/Personal leave hours shall be irrevocably credited to the recipient's sick leave account.

Your Signature () Print name

Your Social Security Number: _____

Date: _____

(Attachment C)

DAVID CITY EMPLOYEE EVALUATION

Date: _____

Name of Employee: _____

Position _____

Department _____

Name of Supervisor _____

Title _____

Period of review _____

Six-month review

Annual Review

PERFORMANCE CRITERIA

1. Quality of Work *Consider the quality of work and the thoroughness in which completed*

Outstanding Very Good Good Needs Improvement Unsatisfactory

Comments: _____

2. Productivity *Consider the volume of work accomplished and the promptness in which completed*

Outstanding Very Good Good Needs Improvement Unsatisfactory

Comments: _____

3. Job Knowledge *Consider the understanding of the job, special training, equipment and tools used*

Outstanding Very Good Good Needs Improvement Unsatisfactory

Comments: _____

4. Reliability/Dependability *Consider the amount of supervision required, job performance, timely completion and follow-up*

Outstanding Very Good Good Needs Improvement Unsatisfactory

Comments: _____

5. Attendance *Consider the overall attendance records and punctuality*

Outstanding Very Good Good Needs Improvement Unsatisfactory

Comments: _____

6. Initiative and Creativity *Are new work assignments sought out, do they offer suggestions or new*

Outstanding Very Good Good Needs Improvement Unsatisfactory

Outstanding Very Good Good Needs Improvement Unsatisfactory

Comments: _____

7. Relationships *Consider the ability to deal with and get along with people both public and work*

Outstanding Very Good Good Needs Improvement Unsatisfactory

Comments: _____

Additional Comments: _____

Employee Comments: _____

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

PASSED AND APPROVED this 8th day of March, 2023.

Mayor Jessica Miller

City Clerk Tami Comte

Council member Pat Meysenburg made a motion to pass and adopt Resolution No. 10-2023 adopting a farm lease with Tom Miriovsky. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

RESOLUTION NO. 10-2023

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING A FARM LEASE FOR PROPERTY OWNED BY THE CITY.

WHEREAS, the City of David City, Nebraska (the "City"), is the fee title owner of certain real property located within the City (the "Leased Premises"), as further described in the Lease (defined below); and

WHEREAS, the Mayor and City Council of the City has for its consideration, attached hereto and incorporated herein as Exhibit A, a proposed form of farm lease by and between Tom Miriovsky, as tenant, and the City, as landlord, with respect to the Leased Premises (the "Lease"); and

WHEREAS, based on the substantial evidence in the record of this proceeding, the Mayor and City Council have determined that the terms of the Lease are fair and reasonable, inclusive of the provision of fair market rental value for the Leased Premises; and

WHEREAS, in accordance with the foregoing, the City wishes to enter into the Lease.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City, that the Lease by and between Tom Miriovsky, as tenant, and the City, as landlord, in the form presented, is hereby acknowledged and approved. The Mayor is hereby authorized to execute said Lease in substantially the form presented but with such changes as she shall deem appropriate or necessary. The execution and delivery by the Mayor of the Lease, or any such documents, instruments, agreements or certifications relating to such matters contained in the Lease, shall conclusively establish her authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS 8th DAY OF March, 2023.

MAYOR JESSICA MILLER

ATTEST:

CITY CLERK TAMI COMTE

EXHIBIT A
Lease

(See attached)

AIRPORT LEASE

Tom Miriovsky will lease from the City of David City Airport the following tillable acres:

37.8 Acres in S ½ of the SW ¼ of Section 32 15 N 3 E

The term of the lease will be from March 1, 2023 to February 28, 2026.

Tom Mirovsky agrees to pay \$25,800.

The Rent shall be paid as follows:

\$4,300.00 on April 1, 2021
\$4,300.00 on November 1, 2021
\$4,300.00 on April 1, 2022
\$4,300.00 on November 1, 2022
\$4,300.00 on April 1, 2023
\$4,300.00 on November 1, 2023
\$25,800.00

Tom Miriovsky

Date: _____

Mayor Jessica Miller – City of David City

Date: _____

Mayor Jessica Miller stated that the next item on the agenda was an Interlocal Agreement with Olive Township for road maintenance.

Patrick Meysenburg introduced himself and stated that he was present representing Olive Township. Olive Township's next meeting is on April 5, 2023 and they would discuss the Interlocal Agreement at that meeting. He stated that he came up with approximately four miles for the roads and that a lump sum would be due when the contract started. He stated that when Road 37 was under construction that the amount would be lowered.

Council member Kevin Woita made a motion to approve the Interlocal Agreement for execution by the mayor subject to such changes as she deems necessary or appropriate.

Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat

Meysenburg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and effective this 8th day of March, 2023, by and between the City of David City, Nebraska and the Township of Olive, Nebraska (collectively, "the Parties"). The Parties are entering into this Agreement pursuant to the Interlocal Cooperation Act, Nebraska Revised Statutes sections 13-801, et seq., which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.

WHEREAS, David City is in need of maintenance of the various public roads in said Township, and,

WHEREAS, Olive Township has the appropriate equipment and manpower to provide said maintenance.

THEREFORE, THE PARTIES HEREBY AGREE that Olive Township agrees to provide maintenance on the following described roads:

M Road south from 36 Road south to the Nebraska Central Railroad tracks
M Road north 660' from 37 Road
M Road from 35 Road (A Street) south approximately 900'
Road 37 from Highway 15 one mile west
Road 36 from the Burlington North RR tracks to the half mile (approximately .75 mile)

and subject to the following conditions:

- 1) David City shall pay Olive Township \$4,000 per mile per year for said maintenance; said payment shall be made in full upon signing of this agreement.
- 2) Gravel, culverts and signs shall remain the sole and total responsibility of David City.

- 3) Olive Township agrees to maintain said roads in the same manner and to the same standards as it maintains Township Roads that serve major volumes of traffic.
- 4) The duration of this agreement shall be from April 1, 2023 through March 31, 2024.

Dated this 8th day of March, 2023.

CITY OF DAVID CITY

Attest:

Jessica Miller, Mayor

Tami Comte, City Clerk

OLIVE TOWNSHIP, NEBRASKA

Attest:

Township Chairman

Township Clerk

Council member Bruce Meysenburg made a motion to approve the Preliminary Engineering Services Agreement with the BNSF for Road 37. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1



Contract Number: BF-20249373

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review

BNSF File No.: BF-20249373
Mile Post 54.43
Line Segment 147
U.S. DOT Number 074732S
Bellwood Subdivision

This Agreement ("Agreement") is executed to be effective as of [DATE] ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF") and the City of David City, a political subdivision of the State of Nebraska ("Agency").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of David City, State of NE;

WHEREAS, Agency has stated its intention to proceed initially with a project to construct a grade-separated roadway overpass for County Rd 37 over BNSF's Bellwood Subdivision (the "Project");

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Contract Number: BF-20249373

1) Scope of Work

As used herein, the term "Work" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the "BNSF Parties") pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, "Actual Costs"). BNSF's estimated cost for Work on this Project is \$19,500 ("Estimated Cost"). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.



Contract Number: BF-20249373

3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM No Right of Entry**

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("Entry Permit").



Contract Number: BF-20249373

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Kara Brockamp at 913-551-4484, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("JLL") at <http://bnsf.railpermitting.com/> to obtain the required Entry Permit prior to any entry.

4) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.



Contract Number: BF-20249373

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of David City

BNSF Railway Company

By: _____

By: _____

Name: _____

Name: _____
Manager Public Projects

Accepted and effective this ___ day of _____, 20__.

Council member Tom Kobus made a motion to approve the agreement with JEO for the Industrial Parkway/Trowbridge Lane electrical extension which includes the option for galvanized steel poles. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat

Meysenburg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of date signed by Owner between City of David City, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Industrial Parkway/Trowbridge Lane Electrical Extension ("Project").

JEO Project Number: 230325.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: See Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of David City, Nebraska

Engineer: JEO Consulting Group, Inc.

By: _____

By: Matt K. Kalin

Title: _____

Title: Electrical Project Manager

Date Signed: _____

Date Signed: March 3, 2023

Address for giving notices:

Address for giving notices:

City of David City, Nebraska

JEO Consulting Group, Inc.

490 "E" Street, PO Box 191

11213 Davenport Street, Suite 200

David City, NE 68632

Omaha, NE 68154

3/3/2023

Industrial Parkway/Trowbridge Lane Electrical Extension
David City, NE



SCOPE OF SERVICES:
Exhibit A

PROJECT DESCRIPTION:

The City of David City, Nebraska (Owner) owns and operates a public electric system that serves the city residents and businesses. An existing business, AKRS Equipment (AKRS), is under construction of a new facility on the northern edge of the community. The Owner desires to extend a new three-phase primary electrical distribution line to serve the new commercial site and future development(s) within the immediate area. The proposed line extension will emanate from an existing three-phase primary sectionalizing cabinet in the northeast corner of the Timpte Industries, Inc. (Timpte) property, Parcel ID 120008573, traverse north within an existing utility easement until it intersects the Industrial Parkway Right-of-Way, continue along the south side of Industrial Parkway until it reaches the western half of the Trowbridge Lane Right-of-Way, continue north along the west side of Trowbridge Lane until it intersects with Road 37 Right-of-Way; also, it is anticipated that a new three-phase underground primary electrical distribution line will be extended into the new facility. The Owner intends to setup new electrical services to serve the four existing residences along the west side of Highway 15 in the project area to remove them from the Butler Public Power District (BPPD) system. Investigate the installation of an underground duct network along the north side of Parcel ID 120008573 for additional Timpte expansion(s). The Owner also desires to complete continuous roadway lighting on Industrial Parkway and Trowbridge Lane. The design of the extensions will require coordination with AKRS, BPPD, and the Owner's consultant(s) completing the design work of the new roadways.

The work to be performed by the Engineer shall generally encompass and include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance, and construction administration of the project.

The improvements will be constructed by a Contractor under a separate construction contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one Prime Contractor contract to complete the work. It is expected that most materials will be furnished by the Owner and installed by a Contractor.

The electrical design by JEO will include the following:

- a. Electrical distribution system improvements.
- b. Roadway lighting. Roadway lighting will be continuous lighting.

1 ENGINEERING SERVICES:

1.1 Electrical Distribution Design:

- 1.1.1 Provide project management oversight over all facets and phases of the project.
- 1.1.2 Coordinate with Owner and other key stakeholders on the preferred installation method(s) and product(s) to be utilized.

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- 1.1.3 Complete a virtual meeting with Owner and AKRS' General Contractor to review potential materials to be utilized for the line extension and roadway lighting and determine the maximum height/width of equipment to visit the new facility. (One virtual meeting – Completed on March 1, 2023)
- 1.1.4 Develop a high-level opinion of probable cost to install the three-phase primary electrical line along the west side of Trowbridge Lane for both an overhead and underground option.
- 1.1.5 Facilitate and attend Initial/Kick-off Meeting with Owner. Meeting will review the scope, schedule, and project requirements. The Engineer will also ask for any specific requirements or concerns from the Owner about the project. (One virtual meeting)
- 1.1.6 Complete preliminary field survey.
 - 1.1.6.1 Schedule utility location information (a One-Call Utility locate request will be made) and collect data during preliminary survey (gas, telephone, electric, water, sanitary sewer, storm sewer, communications, etc.)
 - 1.1.6.2 Establish vertical and horizontal control on the State Plane or Low Distortion Projection near the project area(s), as required.
 - 1.1.6.3 Conduct a topographic survey along the proposed project route(s).
 - 1.1.6.4 Survey the location of all physical features within the proposed project area(s) and/or route(s) (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, buildings, landscaping, etc.)
 - 1.1.6.5 Create an electronic drawing illustrating elevations, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, other known utilities resulting from the survey performed and provide raw data (i.e. point file) for Engineer's use in developing the conceptual design(s).
- 1.1.7 Develop 30% conceptual drawings to depict approx. new equipment location(s) for one design option.
- 1.1.8 Develop opinion of probable construction cost for the entire line extension; accuracy level of 20%.
- 1.1.9 Facilitate a meeting with Owner to review equipment location(s) and proposed project alignment routing. (One virtual meeting)
- 1.1.10 Prepare a set of 60% complete preliminary drawings. Drawings will include site plans, power plans, demolition plans, and details as necessary.
- 1.1.11 Develop preliminary staking sheets and standard details.
- 1.1.12 Prepare a preliminary set of technical specifications.
- 1.1.13 Update opinion of probable construction cost; accuracy level of 15%.
- 1.1.14 Perform an internal quality assurance and quality control (QA/QC) review of the preliminary design and incorporate comments.
- 1.1.15 Facilitate a meeting with Owner to review 60% complete documents. (One virtual meeting)
- 1.1.16 Revise design plans following receipt of Preliminary Design review comments from Owner or Owner's representatives.
- 1.1.17 Prepare Division 00 and 01 bidding requirements and contract general conditions specifications.

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- 1.1.18 Update the opinion of probable construction cost; accuracy level of 10%.
- 1.1.19 Conduct an internal 90% QA/QC review of the plans and specifications.
- 1.1.20 Conduct a 90% review of the project plans and opinion of probable construction cost with Owner. (One virtual meeting)
- 1.1.21 Prepare forms for Contract Documents including Invitation to Bid used for the advertisement, Bid Form, construction contracts between Owner and Contractor, and necessary payment and performance bonds and insurance requirements.
- 1.1.22 Create final plan and specification set and sign and seal by an engineer registered in the State of Nebraska.
- 1.1.23 Present 100% complete design documents for the project (Plans, Specifications, and Contract Documents) to the Owner electronically along with two hard copies for approval to bid the project. (One meeting)
- 1.2 Lighting Design:
 - 1.2.1 Coordinate with Owner for materials to be utilized for light poles, luminaires, and wiring methods.
 - 1.2.2 Verify roadway functional classification with Nebraska Department of Transportation (NDOT).
 - 1.2.3 Determine illumination levels per IES RP-8-2021 and AASHTO GL-7-2018.
 - 1.2.4 Design roadway lighting and prepare photometric analysis.
 - 1.2.5 Circuit the light poles.
 - 1.2.6 Run a voltage drop analysis and adjust wiring as necessary.
 - 1.2.7 Prepare a technical specification.
 - 1.2.8 Perform an internal Quality Assurance / Quality Control (QA/QC) review of the design.
 - 1.2.9 Furnish completed 60% design plans to Owner for review.
 - 1.2.10 Incorporate any comments from the Owner.
 - 1.2.11 Perform an internal Quality Assurance / Quality Control (QA/QC) review of the design.
 - 1.2.12 Prepare 90% complete design plans for the project.
 - 1.2.13 Furnish completed 90% design plans to Owner for final review.
 - 1.2.14 Incorporate any comments or revisions and provide 100% completed design of electrical plans sealed by a registered engineer in the State of Nebraska.
- 1.3 Bidding and Negotiation:
 - 1.3.1 Provide assistance with authorizing the advertisement for bids and setting the bid date, location, and time. It is expected that there will be one bid opening for the project.
 - 1.3.2 Furnish copies of the plans, specifications, and contract documents of the project to prospective bidders and other interested parties upon their request and payment of the purchase cost established for the documents.
 - 1.3.3 Supply the Invitation to Bidders to the Owner for publication in the official media outlet(s).
 - 1.3.4 Assist the Owner in securing construction bids for the project.
 - 1.3.5 Respond to inquiries from prospective bidders; prepare any addenda required.
 - 1.3.6 Provide necessary form(s) and administer the bid opening for the project. (One meeting)
 - 1.3.7 Assist the Owner with tabulation of bids received, review bids received, and make a formal written recommendation of award to the Owner.

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- 1.3.8 Present formal recommendation of award to Owner for approval. (One meeting)
- 1.3.9 Prepare Contract Documents (Notice of Award, Construction Contract, Notice to Proceed) for execution by the Prime Contractor and Owner; provide cursory reviews of all insurance and bond submittals and present to Owner's legal and insurance counsel for approval; then advise the Owner to proceed with execution of all documents.
- 1.3.10 Provide copies of all executed Contract Documents to the Owner and Prime Contractor.
- 1.4 Construction Services:
 - 1.4.1 Schedule and conduct a Pre-construction Conference prior to construction beginning. Conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor(s), review any requirements of the Contractor for locates and staking needs, etc. (One meeting)
 - 1.4.2 Provide construction staking of the proposed improvements, including location of power poles, light poles, anchors, down guys, primary sectionalizing cabinets, transformers, and underground alignment every 100'. (One trip included)
 - 1.4.3 Provide interpretation of Plans and Specifications, when necessary.
 - 1.4.4 Consult with and advise the Owner during construction.
 - 1.4.5 Review and process Contractor's monthly payment applications, and process change orders, if necessary, and provide to the Owner electronically for review and approval. (Three included)
 - 1.4.6 Conduct a final inspection of the project with Contractor and Owner (or Owner's representative) to ensure all components of the project have been completed and are acceptable to all parties prior to final payment. Prepare a final punch-list of outstanding items needing completion prior to finalization of the project based on field observations and review by Resident Project Representative, Owner, and Contractor. (One meeting)
 - 1.4.7 Prepare a recommendation of substantial completion and complete the necessary certificate(s). This recommendation(s) will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor(s) have completed their contracts in substantial compliance with the plans, specifications, and contract documents.
 - 1.4.8 Prepare post-construction record drawings from data provided by Contractor during the construction process.

2 OWNER RESPONSIBILITIES

- 2.1 The Owner must provide access to all properties where proposed improvements will be placed, etc.
- 2.2 Provide a room/location for all meetings throughout the project.
- 2.3 Provide timely review of documents or requests for information.
- 2.4 Submittal of drawings to regulatory agencies.
- 2.5 Provide preferred light poles, mounting arms, luminaires, light circuiting conductors and raceways.
- 2.6 Routine field observation for compliance with plans and specifications.

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3 FEE

3.1 JEO proposes to provide the services defined above for the lump sum fees defined below:

<u>Task:</u>	<u>Fee</u>
Electrical Distribution and Lighting Design	\$ 35,000.00
Bidding and Negotiation	\$ 6,500.00
Construction Services	<u>\$ 14,500.00</u>
Total	\$56,000.00

3.2 Reimbursable Expenses.

3.2.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.

3.2.2 Other reimbursable expenses shall be billed at 110% of their cost. None are anticipated on this project.

4 PROGRESS PAYMENTS

4.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.

4.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).

5 CONTRACT TIME

5.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.

5.2 Design Phase:

5.2.1 Electrical Distribution Design: 30 working days from authorization to proceed.

5.2.2 Lighting Design: 30 working days from receipt of authorization to proceed and lighting materials.

5.3 Bidding and Negotiation: 30 – 45 working days from authorization to bid.

5.4 Construction Services: In keeping with General Contractors schedule for completion; preferred to be completed in June 2023. Dependent upon material and Contractor availability.

6 EXCLUSIONS

6.1 Topographic survey of land not identified previously within the Scope of Services.

6.2 Land rights and ownership.

6.3 Boundary surveys and/or legal descriptions of easements or any land acquisitions.

6.4 Preparation of any applications, permits, attendance at meetings or other requirements for Nebraska Department of Transportation, Butler County or other regulatory commission(s) or agency(s), not included previously in this Scope of Services.

6.5 Design services for a lightning protection system.

6.6 Shop drawing review of equipment quotes.

6.7 Attendance at Owner's council meetings, other than those meetings identified previously in this Scope of Services.

6.8 Geotechnical investigation of subsurface soils conditions.

6.9 Floodplain, Corps 404, or other environmental permitting.

6.10 Environmental remediation actions, plans, permits, etc.

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- 6.11 Any permit fees associated with permit applications.
- 6.12 Field observation for compliance with plans and specifications on a routine basis (daily/weekly/monthly).

JEO CONSULTING GROUP INC ☐ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC ☐ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Council member Kevin Woita made a motion to approve submission of the plans and specifications for the "Water Main Improvements North Loop, David City, NE" and authorize the submission of the plans and specifications to Nebraska Environment and Energy and authorize JEO to bid the project. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat

Meysenburg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

Council member Bruce Meysenburg made a motion to approve Pay Application No. 1 for the Water Treatment Plant Upgrade Project for a total of \$161,192.48. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat

Meysenburg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

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Contractor's Application for Payment

Owner: <u>City of David City</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>202024.00</u>
Contractor: <u>Velocity Constructors Inc.</u>	Contractor's Project No.: _____
Project: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
Contract: <u>2022 Water Treatment Plant Upgrades, SRF Project No. D311686</u>	
Application No.: <u>1</u>	Application Date: <u>3/3/2023</u>
Application Period: From <u>2/7/2023</u>	to <u>3/3/2023</u>

1. Original Contract Price	\$ 10,562,772.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 10,562,772.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 169,676.30
5. Retainage	
a. 5% X \$ 169,676.30 Work Completed =	\$ 8,483.82
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 8,483.82
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 161,192.48
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$ 161,192.48
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 10,401,579.52

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ Date: _____

<p>Recommended by Engineer</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Progress Estimate - Lump Sum Work Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 1 Application Period: From 02/07/23 to 03/03/23 Application Date: 03/03/23

A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)						
Original Contract									
BASE BID GROUP A - General Water Plant Improvements¹									
B-1.01	Mobilization	1,030,293.00			103,029.30		103,029.30	10%	927,263.70
B-1.02	Bonding and Insurance	66,647.00			66,647.00		66,647.00	100%	-
B-1.03	Aerator Rehabilitation and Cleaning	114,481.00					-	0%	114,481.00
B-1.04	Existing Pipe Cleaning & Repainting	57,573.00					-	0%	57,573.00
B-1.05	Electrical Improvements, Complete	1,840,041.00					-	0%	1,840,041.00
B-1.06	Demolition of Exterior Infrastructure	32,732.00					-	0%	32,732.00
B-1.07	Demolition of Interior Infrastructure	90,500.00					-	0%	90,500.00
B-1.08	Building Improvements (Doors/Windows)	80,036.00					-	0%	80,036.00
B-1.09	Building Improvements (Interior Painting)	523,405.00					-	0%	523,405.00
B-1.10	First Floor Roof Membrane Replacement	174,179.00					-	0%	174,179.00
B-1.11	Skylight Replacement	48,568.00					-	0%	48,568.00
B-1.12	HVAC Improvements	148,128.00					-	0%	148,128.00
B-1.13	Plumbing Improvements	92,021.00					-	0%	92,021.00
B-1.14	Lab Improvements	21,099.00					-	0%	21,099.00
B-1.15	Hardness Monitoring Equipment and Meters	77,743.00					-	0%	77,743.00
B-1.16	Site Paving and Grading	58,690.00					-	0%	58,690.00
B-1.17	Fencing and Gates	58,513.00					-	0%	58,513.00
B-1.18	Misc. Site Improvements	148,846.00					-	0%	148,846.00
B-1.19	Exterior Piping Improvements	338,959.00					-	0%	338,959.00
B-1.20	Seeding, Fertilizer and Mulch	6,610.00					-	0%	6,610.00
B-1.21	Erosion Control	5,751.00					-	0%	5,751.00
BASE BID GROUP B - Gravity Filter System Improvements¹									
B-1.22	New Gravity Filter Equipment, Complete (Media/Wash Troughs/ Air Blower/ Control Panel / Solenoid Panel / Instrumentation / Piping / Valves / Media Strainers)	693,132.00					-	0%	693,132.00
B-1.23	Gravity Filter Equipment Installation	45,979.00					-	0%	45,979.00
B-1.24	Electrical	25,200.00					-	0%	25,200.00

Progress Estimate - Lump Sum Work Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 1 Application Period: From 02/07/23 to 03/03/23 Application Date: 03/03/23

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
BASE BID GROUP C - Reverse Osmosis¹								
B-1.25	CCRO and CIP Tank Skids (Equipment Only)	2,126,760.00				-	0%	2,126,760.00
B-1.26	CCRO and CIP Tank Skids (Installation)	7,208.00				-	0%	7,208.00
B-1.27	Existing Maintenance Facility Demolition	27,093.00				-	0%	27,093.00
B-1.28	RO Room Expansion, Block Construction	245,926.00				-	0%	245,926.00
B-1.29	New Existing Maintenance Facility Floor Pavement	3,174.00				-	0%	3,174.00
B-1.30	New Existing Maintenance Facility Roof	28,709.00				-	0%	28,709.00
B-1.31	Overhead Doors	22,781.00				-	0%	22,781.00
B-1.32	Access Doors	8,791.00				-	0%	8,791.00
B-1.33	Single Girder Bridge Crane & Hoist (Equipment Only)	20,361.00				-	0%	20,361.00
B-1.34	Single Girder Bridge Crane & Hoist (Installation)	12,387.00				-	0%	12,387.00
B-1.35	Below Grade CCRO Skid Piping, Complete	57,740.00				-	0%	57,740.00
B-1.36	Above Grade CCRO & CIP Skid Piping, Complete	129,743.00				-	0%	129,743.00
B-1.37	Electrical	10,080.00				-	0%	10,080.00
BASE BID GROUP D - Intermediate Clearwell¹								
B-1.38	Intermediate Clearwell Structural Concrete	170,506.00				-	0%	170,506.00
B-1.39	Clearwell Hatches	15,613.00				-	0%	15,613.00
B-1.40	Vertical Turbine Pumps	113,608.00				-	0%	113,608.00
B-1.41	Degassifier (Equipment Only)	112,153.00				-	0%	112,153.00
B-1.42	Degassifier (Installation)	6,407.00				-	0%	6,407.00
B-1.43	Pump Building, Block Construction	116,781.00				-	0%	116,781.00
B-1.44	Stairs and Miscellaneous Metals	4,603.00				-	0%	4,603.00
B-1.45	Clearwell Ladders	4,749.00				-	0%	4,749.00
B-1.46	Fluid Applied Exterior Membrane	103,757.00				-	0%	103,757.00
B-1.47	Intermediate Clearwell Piping, Fittings, Valves, Meters, Complete	77,335.00				-	0%	77,335.00
B-1.48	Weir Plate and Weir Window	4,398.00				-	0%	4,398.00
B-1.49	Electrical	50,400.00				-	0%	50,400.00

Progress Estimate - Lump Sum Work Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311606		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311606		

Application No.: 1 Application Period: From 02/07/23 to 03/03/23 Application Date: 03/03/23

A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		This Period (\$)	Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)						
BASE BID GROUP E - Chemical Feed System Improvements¹									
B-1.50	Chemical Feed System Improvements	149,305.00					-	0%	149,305.00
B-1.51	Gas Chlorine System Improvements	62,365.00					-	0%	62,365.00
B-1.52	Electrical	15,120.00					-	0%	15,120.00
BASE BID GROUP F - Backwash Improvements¹									
B-1.53	Backwash Waste Pump and Piping Improvements, Complete	161,971.00					-	0%	161,971.00
B-1.54	Proposed Manhole Improvements	1,551.00					-	0%	1,551.00
B-1.55	Backwash Pit Access Hatch	3,727.00					-	0%	3,727.00
B-1.56	Backwash Supply Pump and Piping Improvements, Complete	103,300.00					-	0%	103,300.00
B-1.57	Electrical/Generator	252,000.00					-	0%	252,000.00
Bid Alternate #1									
BA1-1	Gravity Filter Effluent Valve Replacement ¹	220,730.00					-	0%	220,730.00
Bid Alternate #2									
BA2-1	Demolish Existing Upflow Clarifier Unit, Complete ¹	113,190.00					-	0%	113,190.00
Original Contract Totals		\$ 10,343,448.00	\$ -	\$ 169,676.30	\$ -	\$ 169,676.30	2%	\$ 10,173,771.70	
Original Contract and Change Orders									
Project Totals		\$ 10,343,448.00	\$ -	\$ 169,676.30	\$ -	\$ 169,676.30	2%	\$ 10,173,771.70	

¹ Sales Tax for Materials & Equipment Included

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JED Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. D311686		

Application No.: 1 Application Period: From 02/07/23 to 03/03/23 Application Date: 03/03/23

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Base Bid¹											
B-2	Install Aggregate Surfacing	358.00	TONS	42.50	15,215.00		-		-	0%	15,215.00
B-3	Final Cleanwell Roof Slab Rehabilitation	100.00	SF	140.30	14,030.00		-		-	0%	14,030.00
Bid Alternate #3											
BA3-1	Install 6" Concrete Pavement ¹	1,324.00	SY	143.96	190,079.00		-		-	0%	190,079.00
Original Contract Totals:					\$ 219,324.00		\$ -	\$ -	\$ -	0%	\$ 219,324.00
Original Contract and Change Orders											
Project Totals:					\$ 219,324.00		\$ -	\$ -	\$ -	0%	\$ 219,324.00

¹ Sales Tax for Materials & Equipment Included

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of David City	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	202024.00
Contractor:	Velocity Constructors Inc.	Contractor's Project No.:	
Project:	2022 Water Treatment Plant Upgrades, SRF Project No. 0311686		
Contract:	2022 Water Treatment Plant Upgrades, SRF Project No. 0311686		

Application No.: 1 Application Period: From 02/07/23 to 03/03/23 Application Date: 03/03/23

A	B	C	D	E	F	G		H	I	J	K	L	M				
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored		Amount Stored to Date (G + H) (\$)	Incorporated in Work		Total Amount Incorporated in the Work (J + K) (\$)	Materials Remaining in Storage (L - M) (\$)					
						Previous Amount Stored (\$)	Amount Stored this Period (\$)		Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)							
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Totals						\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Council member Kevin Woita made a motion to approve the Letter Agreement with Olsson for Engineering Services on Northland Subdivision. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea

Yea: 5, Nay: 0, Absent: 1

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LETTER AGREEMENT AMENDMENT #1

Date: February 28, 2023

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated December 9, 2021 and June 29, 2022 between the City of David City, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: David City Northland Subdivision

Project Description: Construction Phase Services

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Construction Phase Services

- 3.1 Perform construction phase observation, weekly reporting, concrete testing, compaction testing, laboratory services, and contract closeout (record drawings).
- 3.2 Olsson anticipates part-time services based on 20 weeks at 25 hours per week to be billed on a time & materials not to exceed basis.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: Based on Contractor's schedule.
Anticipated Completion Date: Based on Contractor's schedule.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$65,660.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By 
Steve Hancock

By 
David Ziska

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF DAVID CITY, NE

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Council member Kevin Woita made a motion to approve the Letter Agreement with Olsson for Engineering Services on Industrial Parkway/Trowbridge Lane. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

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LETTER AGREEMENT AMENDMENT #1

Date: February 28, 2023

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated September 12, 2022 between the City of David City, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: David City Industrial Parkway/Trowbridge Lane

Project Description: Construction Phase Services

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Construction Phase Services

- 3.1 Perform construction phase observation, weekly reporting, concrete testing, compaction testing, laboratory services, and contract closeout (record drawings).
- 3.2 Olsson anticipates part-time services based on 7 weeks at 25 hours per week to be billed on a time & materials not to exceed basis.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: Based on Contractor's schedule.
Anticipated Completion Date: Based on Contractor's schedule.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of the invoice date.

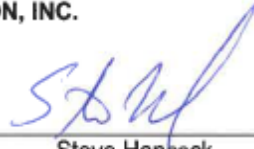
Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$30,785.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By  _____
Steve Hancock

By  _____
David Ziska

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF DAVID CITY, NE

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Mayor Jessica Miller stated that the next item on the agenda was discussion/action concerning a water service line to the new Arps Red-E-Mix location.

Council member Kevin Woita excused himself from the City Council for the next two items.

Ethan Joy, with JEO, introduced himself and explained that in his opinion the City could lay a 3" line on the ground and then they would have to bore under Road 37. He stated that it is quick and inexpensive.

Mitch Arps, with Arps Red-E-Mix, introduced himself and stated that they were concerned about vandalism if it was laid above ground. They would prefer to have it buried just enough so that it couldn't be vandalized. Arps stated that he would like the City to split the cost with their company and they would supply two workers to aid in construction if the City would supply two workers to aid in the construction.

Council member Pat Meysenburg made a motion to approve splitting the cost of construction of the water service line to the new Arps Red-E-Mix location with Arps Red-E-Mix and the City will supply two workers. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Abstain
Yea: 4, Nay: 0, Abstain: 1, Absent: 1

Council member Tom Kobus made a motion to approve hiring JEO to engineer the sewer service to the new Arps Red-E-Mix location. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Abstain
Yea: 4, Nay: 0, Abstain: 1, Absent: 1

Council member Pat Meysenburg made a motion to approve the application by Ka-Boomer's Enterprises, Inc. to sell permissible fireworks at 1510 4th Street. Council Member Kevin Woita seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Pat Meysenburg made a motion to passed and adopted Resolution No. 11-2023 to allow for the reimbursement of certain expenditures as related to the City's RV campground project with the proceeds from the sale of bond anticipation notes or bonds to be issued at a later date. Council Member Bruce Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

RESOLUTION NO. 11-2023

BE IT RESOLVED by the Mayor and Council of the City of David City, Nebraska, as follows:

Section 1. The Mayor and Council hereby find and determine that it is necessary and appropriate to declare an official intent to issue tax-exempt bond anticipation notes or bonds by the City and, in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such notes or bonds as proposed to be issued by the City in connection with the construction of a twenty-pad recreational vehicle campground, now being or to be constructed in and for the City of David City, Nebraska; together with engineering, legal, financing and other related project costs.

Section 2. This resolution shall stand as a statement of the official intent of the City under Regulation Section 1.150-2 and for such purpose the following information is hereby given:

- (a) A general functional description of the project for which expenditures may be made and reimbursement from tax-exempt bond anticipation notes or bond proceeds provided is the construction of a twenty-pad recreational vehicle campground, now being or to be constructed in the City of David City, Nebraska, all as set out in Section 1 herein.
- (b) The principal amount of notes or bonds expected to be issued by the City for that portion of improvements pertaining to this reimbursement resolution is estimated to be an amount not to exceed \$900,000.

PASSED AND APPROVED this 8th day of March, 2023.

ATTEST:

Mayor

City Clerk

[SEAL]

Council member Pat Meysenburg made a motion to table purchasing a vehicle for the police department from Butler County. Council Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1

Council member Jim Angell made a motion to adjourn. Council Member Pat Meysenburg seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Kevin Woita: Yea
Yea: 5, Nay: 0, Absent: 1



CERTIFICATION OF MINUTES
March 8, 2023

I, Tami Comte, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of March 8, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Tami Comte, City Clerk